

and WHEREAS, by the mistake of the draftsman, it was provided in said agreement that the first party herein should pay to second party the sum of \$700.00 when in truth and in fact, the agreement of the parties was that second party should pay the first party the sum of \$700.00

NOW THEREFORE, it is agreed that said contract and agreement be reformed as to read as follows; and as so reformed shall be and constitute the binding agreements between the parties, to-wit:

THIS AGREEMENT, Made and entered into this 30th day of October 1916, by and between Tulsa Cold Storage Company, party of the first party, and Tulsa County, State of Oklahoma, by its Board of County Commissioners, party of the second part,

WITNESSETH; That whereas, party of the first part is this day executing to second party a certain conveyance and deed of quit-claim, in and to the following described premises, for the recited consideration of One Dollar and other valuable considerations:

Beginning at a point on the North and South one-half Section Line in Section 11, Township 19 North, Range 12 East, Tulsa County Oklahoma 995 feet South of the South boundary line of West 7th Street, Tulsa, Oklahoma; running thence South 35 degrees 49 minutes West, a distance of 392.3 feet, more or less; thence North 51 degrees 56 minutes West, a distance of 75 feet, more or less; thence North 59 degrees 49 minutes East, a distance of 215 feet, more or less; thence North 52 degrees 39 minutes east a distance of 178 feet, more or less, to place of beginning, containing 0.27 acres, more or less, and all being in Tulsa County, Oklahoma.

NOW THEREFORE, It is agreed that the consideration of the said conveyance is the said sum of One Dollar, together with this contract, and its faithful performance by said Tulsa County, and the Board of County Commissioners thereof, and it is agreed that said Tulsa County, by its Board of County Commissioners shall lay out and over and across the said lands so conveyed a certain road and public highway connecting the bridge, now being constructed, across the Arkansas River, near the said lands, and to the West thereof, with the paved streets of the City of Tulsa, adjoining the same upon the East, and shall pave or macadamize the said road and highway so laid out, leading from the said bridge to the said streets afore mentioned over and across the said lands, in good and substantial manner, free of any cost or liability on the party of party of the first part, save and except the said conveyance, for which party of the second part agrees to pay party of the first party the further consideration of \$700.00 at the delivery thereof.

It is agreed that said deed and said sum of \$700.00 shall be deposited in escrow in the Exchange National Bank of Tulsa, Oklahoma, there to remain until the performance of this contract by second party, and upon the said performance, the said deed of conveyance and the said \$700.00 shall be delivered, and not otherwise, it being the purpose of this agreement that the said first party shall convey the said premises to second party and second party shall pay first party the said sum of \$700.00 and shall lay out and maintain said road and macadamize the same as its own proper cost and expense and free of any claim against first party or any liability of first party for such consideration.

IN WITNESS WHEREOF, the parties hereunto have caused these presents to be